

CITY COUNCIL REPORT



Meeting Date: July, 2, 2015
 General Plan Element: *Public Services & Facilities*
 General Plan Goal: *Partner with other jurisdictions and agencies*

ACTION

Adopt Resolution No. 10131 authorizing the City to enter into Intergovernmental Agreement No. 2015-134-COS with Maricopa County to operate a one stop career center at Vista del Camino.

Through this IGA with the Maricopa County Workforce Connection of Maricopa County (County), Vista del Camino will continue offering career center services for the area's unemployed and under-employed residents. As part of this IGA, the County will provide and maintain computers, a printer, copier, fax machine, and related office furniture. The County will also offer career information guidance, job fairs, and printed materials. The City of Scottsdale will provide facility space to house the career center, office space, classrooms, and client management. The IGA is effective until June 30, 2017 and may be extended two additional two-year terms.

Related Resolution Numbers

The City Council adopted Resolution No. 7607 on July 27, 2008 which established the formal relationship with the County to operate and the jointly manage the Vista del Camino Career Center. On April 27, 2010, the City Council adopted Resolution No. 8266 authorizing IGA 2010-045-COS to continue the joint operation of the Career Center. The City extended IGA 2010-045-COS three times resulting in an ending date of June 30, 2015.

Background

The City and County began informally providing career-related services at Vista del Camino in 1998 as a need was identified for residents seeking crisis assistance while unemployed or under-employed. In 2008, the City formalized the services by adopting Resolution No. 7607 and executing an intergovernmental agreement. After Vista del Camino's renovations in 2008, additional square footage was made available to the career center as well as conference rooms used for career-related classes. Continuing to meet community needs, the Vista del Camino Career Center has become a symbol of self-sufficiency and employability for residents seeking to improve their quality of life through better employment and less dependence on public benefits.

The formal agreement with the County makes the Vista del Camino Career Center the mid-point in the valley for career services between the East Valley MWC in Gilbert and the west valley MWC in west Phoenix. In FY 13/14 the Vista del Camino Career Center fielded 4,436 for an average of 369 visits per month and hosted 377 participants in its training classes. Forty-seven individuals also received career clothing, providing them with an opportunity to succeed in the workplace. Additionally, a partnership with Concerned Citizens for Community Health, a Scottsdale based 501(c)(3) nonprofit-organization, provides additional case management to 273 additional clients who were assisted by a United Way-funded Job Preparation Specialist. Vista del Camino's Career Center is also instrumental in collaborating with Scottsdale Community College, Scottsdale's Youth and Family Programs, and others to host an annual teen symposium for young job seekers.

ANALYSIS & ASSESSMENT

Recent Staff Action

The career center is currently staffed by one full-time staff job preparation specialist funded by the City. It is also supported by a job preparation specialist funded through United Way and administered by Concerned Citizens for Community Health.

Significant Issues to be addressed

The IGA allows the City and the County to continue offering the Vista del Camino Career Center services. This has been a long time partnership of over 17 years with minimal issues and great impact to our residents.

Community Involvement

The Human Services Commission reviews this service annually.

RESOURCE IMPACTS

Available funding

Funds for Vista del Camino's Career Center operations, including staff, are included in the FY 2015-2016 operating budget. Additional staff funding is provided by Concerned Citizens for Community Health through United Way Funding. There is no anticipated change in funding for FY 2015-2016 based on the execution of this agreement.

Staffing, Workload Impact

City of Scottsdale staffing will continue at the current level and no additional City staff is required for the administration of this IGA.

OPTIONS & STAFF RECOMMENDATION

Option A

Adopt Resolution No. 10131 authorizing Intergovernmental Agreement No. 2015-134-COS between the City and the County to operate the Vista del Camino Career Center.

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Option B

Do not adopt Resolution No. 10131 and discontinue the Career Center provided at Vista del Camino under the IGA.

Recommended Approach

Staff recommends Option A, that the City Council adopt Resolution No. 10131 authorizing IGA 2015-134-COS between the City and the County to operate the Vista del Camino Career Center, continuing services for residents in need for employment options.

Proposed Next Steps

Following the approval and signature of the IGA, the IGA will be considered for approval by the Maricopa County Board of Supervisors. Following the IGA approval by both parties, the terms of the agreement provide for regular statistical reporting and monitoring.

Responsible Department(s)

Community Services Division/Human Services Department

STAFF CONTACTS (S)

William B. Murphy, Executive Director, Community Services. bmurphy@scottsdaleaz.gov

Greg Bestgen, Director, Human Services. gbestgen@scottsdaleaz.gov.

Eugenio Muñoz-Villafañe, Manager, Vista del Camino Center. emunozvi@scottsdaleaz.gov


APPROVED BY



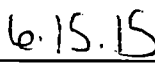
William B. Murphy, Executive Director, Community Services
(480) 312-7954, bmurphy@scottsdaleaz.gov



Date



for Jeffery M. Nichols, City Treasurer
(480) 312-2364, jenichols@scottsdaleaz.gov



Date

ATTACHMENTS

13466935v1

1. Resolution No. 10131
2. Agreement No. 2015-134-COS

RESOLUTION NO. 10131

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO INTERGOVERNMENTAL AGREEMENT NO. 2015-134-COS WITH MARICOPA COUNTY TO OPERATE A ONE STOP CAREER CENTER AT VISTA DEL CAMINO

WHEREAS, Arizona Revised Statutes Sections 11-951, *et. seq.* provide that public agencies may enter into intergovernmental agreements for the provision of services, or joint or cooperative action;

WHEREAS, Article 1, Section 3-1 of the City Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies, including political subdivisions;

WHEREAS, pursuant to the federal Workforce Innovation and Opportunity Act of 2014, Maricopa County, exclusive of the city of Phoenix, is a designated Workforce Innovation and Opportunity Area allowing the County to provide employment-related services to job-seekers and employers within Maricopa County; and,

WHEREAS, the City of Scottsdale desires to house a satellite One Stop Career Center at its Vista del Camino center to benefit job seekers who cannot travel to access services in the two County One Stop Career Centers;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, as follows:

Section 1: The City Council hereby authorizes, approves and directs the Mayor to execute, on behalf of the City, Contract No. 2015-134-COS, an intergovernmental agreement between the City of Scottsdale and Maricopa County for operation of the One Stop Career Center at Vista del Camino.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this 2nd day of July, 2015.


CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

Carolyn Jagger, City Clerk

W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:



Bruce Washburn, City Attorney

By: Janis Bladine, Assistant City Attorney

**Community Services Division**

7447 E. Indian School Rd. Suite #300
Scottsdale, AZ 85251

PHONE 480-312-2304
WEB www.ScottsdaleAZ.gov

Date: June 29, 2015
To: The Honorable Mayor and City Council
From: William B. Murphy, Director, Community Services
Subject: Career Center Intergovernmental Agreement with Maricopa County

Honorable Mayor and City Council Members,

Maricopa County contacted our office on Friday, June 26, 2015, after the deadline for council packets, requesting the following minor changes to Agreement 2015-134-COS, to operate a one stop career center at Vista del Camino:

- Term effective date, July 1, 2016 until June 30, 2017.
- Agreement shall be effective upon signature by both Parties.
- The City must provide notice of intent to renew (60) days prior to the end of the term.
- If City fails to comply with terms and conditions of Agreement, the Agreement may be terminated with 10 days notice.
- Upon termination of the agreement, the computers, equipment and supplies provided by the County revert to the County

These changes were reviewed and approved by both the City Attorney and Risk Management offices.

If I may be assistance to you, please contact me at 480-312-7954 or via e-mail at bmurphy@scottsdaleaz.gov.

CONTRACT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF SCOTTSDALE

1.0 PARTIES

This is a non-financial Agreement (Agreement) between the City of Scottsdale (City) and Maricopa County (County), administered by its Human Services Department, Maricopa Workforce Connections (Department or MWC). The City and the County are collectively referred to herein as the Parties and individually as Party.

The County and the City are authorized to enter into this Agreement under A.R.S. § 11-952 *et seq.* and Article 1, Section 1.03 of the City Charter.

2.0 PURPOSE

The purpose of this Agreement is to maintain a computer lab located in City of Scottsdale, Human Services, Vista del Camino Center located at 7700 E. Roosevelt Street, Scottsdale, Arizona 85257 (City's Center).

3.0 BACKGROUND

The Workforce Innovation and Opportunity Act of 2014, 29 U.S.C. § 3101, *et seq.*, Public Law 113-128 (WIOA) was signed into law by President Barack Obama on July 22, 2014. WIOA is designed to help job seekers access employment, education, training and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.

WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. In general, the WIOA takes effect on July 1, 2015, the first full program year after enactment, unless otherwise noted.

Maricopa County, exclusive of the City of Phoenix, is a designated Workforce Innovation and Opportunity Area under the federal WIOA. The County operates two (2) MWC One Stop Career Centers under WIOA. The One Stop Career Centers provide employment-related services to job-seekers and employers in Maricopa County, in accordance with the WIOA.

The One Stop Career Centers provide services to job seekers such as workshops on job search and job retention skills, assessment tools for measuring interests, aptitude & skills, career exploration, vocational counseling, and job placement assistance. Resources such as computers, fax machines and copiers are available to assist in job search activities. The Centers hold job fairs for local employers recruiting employees to fill vacant positions. The Centers also provide transition assistance for local employers who experience a reduction in force and, therefore, must lay-off employees.

The City's Center will house a satellite office of the MWC One Stop Career Centers. The services provided in the City's Center will benefit job seekers who cannot travel to access services in the two MWC One Stop Career Centers.

4.0 SERVICE DESCRIPTION

The City will provide space within the City's Center where computers, printer(s) and copier(s) are located. All equipment and furniture supplied and purchased for the Center operations shall remain the property of the purchasing agency. This space will be available to job seekers. The City will provide staff to assist job seekers in the use of the computers and resources as they conduct their job searches. Workshops, job fairs,

marketing, and activities to promote awareness of services to job seekers, businesses and the community will be held in the City's Center.

5.0 RESPONSIBILITIES OF ORGANIZATIONS

1. The County will:

- a. Provide and maintain upkeep:
 - i. eight (8) Dell computers
 - ii. eight (8) computer chairs
 - iii. T-1 hook-up and maintenance
 - iv. a network printer
 - v. connectivity for employability skills and job readiness workshops
 - vi. a copier
 - vii. a fax machine
- b. Provide access to and training on Department's On-line Workforce system
- c. Provide referral and information for career services
- d. Provide WIOA application packets
- e. Conduct on-site WIOA Adult/Youth program eligibility, intake and enrollment as needed
- f. Provide curriculum for employability skills workshops and training to City's Center staff on conducting employability skills workshops
- g. Provide business services information as needed or request by the City
- h. Conduct two on-site job fairs during the program year
- i. Email job announcements on an on-going basis
- j. Hold monthly Adult/Youth services integration meetings

2. The City will:

- a. Provide a work place a secure location to house all computers and equipment provided by the Department and ensure that the space is locked whenever the facility is not in use.
- b. Provide internet connection so that users can access Department databases and other related websites and databases.
- c. Work with Department to improve efficiency and effectiveness of workforce services.
- d. Ensure all new customers are registered into the Department information system and encourage customers to register in the state's job search database system Arizona Jobs Connections;
- e. Provide staff to assist customers in the computer lab Monday through Friday for forty (40) hours a week;
- f. Provide meeting space, space for staff, space for job fairs as needed.

6.0 REPORTING REQUIREMENTS

1. By the 7th business day of the following month, the City will provide monthly statistics of numbers served in the computer lab, AJC and Department-system registration, and workshop attendance to the MWC East Valley One Stop Center Coordinator, Diana Shepherd.
2. The City will report any computer issues as soon as reasonable to the Maricopa County Customer Care Center by e-mail to helpdesk@mail.maricopa.gov or by calling 602-506-4357.
3. The City will work cooperatively with the County regarding any other programmatic reports that may be required.

7.0 TERM, EFFECTIVE DATE, AND TERMINATION.

The term of this agreement is from July 1, 2016 until June 30, 2017. This Agreement shall be effective upon signature by both Parties. The Agreement may be extended for two (2) additional two (2) year terms, upon acceptance and approval by both Parties. The City must provide notice of intent to renew (60) days prior to the end of the term.

This Agreement is subject to the provisions of A.R.S. § 38-511, which provides in pertinent part:

The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

Either Party may terminate this Agreement at any time, with sixty (60) days notice in writing to the other Party (unless terminated by the Board of Supervisors under availability of funds provision). If the City fails to comply with the terms and conditions of this Agreement, the Agreement may be terminated with 10 days' notice. Notice shall be given by personal delivery or by registered or certified mail.

This Agreement may be terminated by mutual written Agreement of the Parties specifying the termination date therein.

Upon termination of the agreement, the computers, equipment and supplies provided by the County revert to the County.

8.0 AVAILABILITY OF FUNDS

This Agreement is a non-financial agreement. As a designated Local Workforce Investment Area, Maricopa County, exclusive of the City of Phoenix, is the recipient of WIOA funds. Should funding for program activities be reduced for any reason and these services are not funded, the County and/or the City may take any of the following actions: (a) accept a decrease in services offered by the other Party; or (b) cancel the Agreement.

9.0 AMENDMENTS

Any changes to this Agreement shall be carried out in accordance with the following:

1. A written amendment, signed by both Parties, to this Agreement shall be required for every standard purpose listed below and all other purposes;
2. Whenever the agreement period is lengthened and/or shortened;
3. For any other changes in terms and conditions of this Agreement which the Parties deem substantial.

10.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

County:
Patricia Wallace, Assistant Director
Maricopa County Human Services Department
234 N. Central, Suite 3000
Phoenix, AZ 85004
602-506-4146
WALLACEP001@mail.maricopa.gov

City:
Eugenio Munoz-Villafane
Human Services Manager
City of Scottsdale
7700 E. Roosevelt
Scottsdale, Arizona 85257
480-312-2793
EMUNOZVI@SCOTTSDALEAZ.GOV

11.0 EMPLOYMENT DISCLAIMER

1. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture Agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
2. The Parties agree that no individual performing under this Agreement on behalf of the City is to be considered a County employee, and that no rights of County civil service, County retirement, or County

personnel rules shall accrue to such individual. The Parties also agree that no individual performing under this Agreement on behalf of the County is to be considered a City employee, and that no rights of City employment, retirement, or pursuant to City personnel rules shall accrue to such individual. Each Party shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto, if applicable, concerning their respective employees and shall save and hold the other Party harmless with respect thereto.

12.0 SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by any Party of any information concerning an applicant for, or recipient of, service under this Agreement is directly limited to the conduct of this Agreement. The City and its agents shall safeguard the confidentiality of this information, just as it would safeguard its own confidential information.

13.0 GENERAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

14.0 GENERAL LIABILITY INSURANCE EXCEPTION

Each Party is a public entity, the Insurance Policy requirements shall not apply. Instead each Party shall provide to the other Party a Certificate of Self- Insurance equal to:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000

15.0 COMPLIANCE WITH APPLICABLE LAWS

1. Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein. Specifically, the following apply:
 - a. Unless exempt under Federal law, both Parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5, as updated in State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. Both Parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. Both Parties shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
 - b. Both Parties shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. Both Parties shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.
 - c. Both Parties shall not discriminate upon the basis of race, color, creed, religion, ancestry, national origin, sex, gender, sexual orientation, gender identity, disability, age, marital status or status with regard to the benefits of, or participation in, or use of the programs, services, and activities.
2. Each Party warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges that:
 - a. Its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A;

- b. A breach of a warranty under sections listed above, shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of the Agreement;
- c. The contracting Party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the Parties are complying with the warranty provided under subsections listed above and that the Parties agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection;
- d. That nothing herein shall make the City or its agents or employees of the County.

16.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

The City certifies to the best of its knowledge and belief, that it and its directors, officers and agents:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraphs above; and
- 4. Have not within a three-year period had one or more public transactions (Federal, State, or local) terminated for cause or default.

17.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

- 1. The Parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Parties agree to comply with the IRCA in performing under this Agreement and to permit the other Party to inspect personnel records to verify such compliance.
- 2. By entering into this Agreement, both Parties warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. Both Parties shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. Both Parties and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
- 3. The Parties may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should either Party suspect or find that the other Party or any of its subcontractors are not in compliance, then the Party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the other Party. All costs necessary to verify compliance are the responsibility of the requesting Party.

IN WITNESS THEREOF, the Parties have signed this Agreement:

FOR AND ON BEHALF OF CITY OF
SCOTTSDALE:

FOR AND ON BEHALF OF MARICOPA
COUNTY:

W. J. "Jim" Lane, Mayor

Steve Chucri, Chairman, Board of Supervisors

Date

Date

Attested to:

Attested to:

Carolyn Jagger, City Clerk

Date

Fran McCarroll, Clerk of the Board

Date

This Agreement has been reviewed by the undersigned legal counsel for the County and the City who have determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

Janis A. Bladine 6/23/2015
Bruce Washburn, City Attorney Date
By: Janis Bladine, Assistant City Attorney

By: _____
Legal Counsel for Maricopa County Date

Reviewed By:

Katherine Callaway
Katherine Callaway, Risk Management Director

William B. Murphy
William B. Murphy, Community Services Executive Director